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PREPARED BY:  
STEWART & ASSOCIATES, PLLC  
P.O. BOX 2757  
MADISON, MS 39130  
601-853-2121

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BK 109 PG 608  
DE SOTO COUNTY, MS  
W.E. DAVIS, CH CLERK  
Lease 6A

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "First Amendment") is made and entered into effective as of July 7, 2005 (the "Effective Date") by and among SATURN DEVELOPMENT INC., a Mississippi corporation ("Development"), SATURN INVESTMENT CORPORATION, a Mississippi corporation ("Investment", together with Development, the "Landlord") and MISSISSIPPI BILLBOARD INVESTORS, L.P., a Texas limited partnership (the "Tenant").

WITNESSETH:

WHEREAS, by that certain Lease dated May 20, 2002 ("Lease 6A"), by and between Development and Stan A. Hall d/b/a Hall Outdoor and Noland-Davis, Inc. (collectively, "Original Tenant"), Development leased certain land located in DeSoto County, Mississippi to Original Tenant for the location of outdoor advertising structures and appurtenances thereto, together with the right to ingress to and egress from said structures, as more particularly described in said Lease 6A, and which Lease 6A pertains to Building Permit 02-106 issued by the Village of Memphis, Mississippi for the construction of an outdoor advertising sign and Mississippi Department of Transportation Outdoor Advertising Permit 12879, a memorandum of which Lease 6A was filed for record on September 24, 2004, in Book 105, Page 19 of the Chancery Clerk of DeSoto County, Mississippi (the "Lease 6A Memorandum");

WHEREAS, N.D.H., Inc. ("N.D.H.") succeeded to the interest of Original Tenant as the tenant under Lease 6A pursuant to that unrecorded Assignment dated June 26, 2002, executed by Stan A. Hall d/b/a Hall Outdoor and Noland-Davis, Inc. (the "N.D.H. Assignment"), and as confirmed by that Assignment dated December 28, 2004, executed by Stan A. Hall d/b/a Hall Outdoor and Noland-Davis, Inc., and filed for record on January 28, 2005, in Book 106, Page 709 of the Chancery Clerk of DeSoto County, Mississippi (the "Confirmation N.D.H. Assignment"); and

WHEREAS, Tenant succeeded to the interest of N.D.H. as the tenant under Lease 6A pursuant to that General Assignment dated September 17, 2004, and filed for record on September 24, 2004, in Book 105, Page 73 of the Chancery Clerk of DeSoto County, Mississippi (the "General Assignment"); and

WHEREAS, Landlord and Tenant desire to confirm certain terms of Lease 6A and amend certain of the Lease 6A provisions upon the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend, and do hereby amend, Lease 6A as follows:

1. Landlord Reference. Notwithstanding that the version of Lease 6A attached to the Lease 6A Memorandum and the version of Lease 6A attached to the General Assignment identified Saturn Investment Corporation, a Mississippi corporation as the "Landlord" under said Lease 6A, the parties hereto acknowledge and agree that said reference was inadvertent and that

Saturn Development Inc., a Mississippi corporation should, properly have been identified as "Landlord" in said version of Lease 6A attached to the Lease 6A Memorandum and said version of Lease 6A attached to the General Assignment.

2. Confirmation of Tenant. Notwithstanding that the General Assignment predates the Confirmation N.D.H. Assignment and was filed for record with the Chancery Clerk of DeSoto County, Mississippi prior to said Confirmation N.D.H. Assignment, the parties hereto acknowledge and agree that Mississippi Billboard Investors, L.P., a Texas limited partnership is currently the "Tenant" under Lease 6A and has all right, title and interest of "Tenant" under said Lease 6A.

3. Description of the Leased Premises for Lease 6A. Exhibit A and Exhibit B attached to Lease 6A are hereby deleted in their entirety and replaced by Exhibit 6A attached hereto and incorporated herein by reference. From and after the date hereof, the premises leased pursuant to Lease 6A shall be deemed to be the premises more particularly described in Exhibit 6A attached hereto and incorporated herein by reference.

4. Collateral Assignment. Notwithstanding anything to the contrary contained in Lease 6A, Tenant shall have the right to pledge/assign its interests hereunder to Crosby State Bank as collateral and security for any of its indebtedness to said bank.

5. Miscellaneous.

(a) Amendment to Lease 6A. The parties acknowledge and agree that Lease 6A has not been amended or modified in any respect, other than by this First Amendment, and there are no other agreements of any kind currently in force and effect between the parties with respect to Lease 6A. The term "Lease 6A" shall mean Lease 6A as so amended, unless the context requires otherwise.

(b) Counterparts. This First Amendment may be executed in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

(c) Entire Agreement. This First Amendment sets forth all covenants, agreements and understandings among the parties with respect to the subject matter hereof and there are no other covenants, conditions or understandings, either written or oral, between the parties hereto except as set forth in this First Amendment.

(d) Full Force and Effect. Except as expressly amended hereby, all other items and provisions of Lease 6A, as amended, remain unchanged and continue to be in full force and effect.

(e) Conflicts. The terms of this First Amendment shall control over any conflicts between the terms of Lease 6A and the terms of this First Amendment.

(f) Capitalized Terms. Capitalized terms not defined herein shall have the same meanings attached to such terms under Lease 6A.

(g) Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


(h) Governing Law. This First Amendment shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

[END OF TEXT]

Executed as of the date first written above.


DEVELOPMENT:

**SATURN DEVELOPMENT INC.**, a Mississippi corporation

By:   
D. Joseph Brata, President

INVESTMENT:

**SATURN INVESTMENT CORPORATION**, a Mississippi corporation

By:   
D. Joseph Brata, President

TENANT:

**MISSISSIPPI BILLBOARD INVESTORS, L.P.**,  
a Texas limited partnership

By: Mississippi Billboard Investors GP, LLC,  
a Texas limited liability company, its  
general partner

By: \_\_\_\_\_  
Joe C. Longbotham, President

Executed as of the date first written above.

**DEVELOPMENT:**

**SATURN DEVELOPMENT INC.**, a Mississippi corporation

By: \_\_\_\_\_  
D. Joseph Brata, President

**INVESTMENT:**

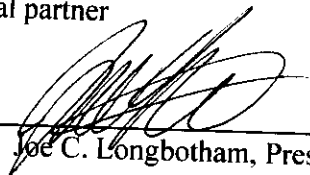
**SATURN INVESTMENT CORPORATION**, a Mississippi corporation

By: \_\_\_\_\_  
D. Joseph Brata, President

**TENANT:**

**MISSISSIPPI BILLBOARD INVESTORS, L.P.**, a Texas limited partnership

By: Mississippi Billboard Investors GP, LLC,  
a Texas limited liability company, its  
general partner

By:  \_\_\_\_\_  
Joe C. Longbotham, President

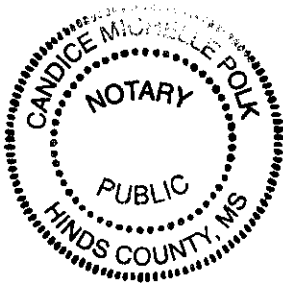
STATE OF MISSISSIPPI )

COUNTY OF Madison)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of June, 2005, within my Jurisdiction, the within named D. Joseph Brata who acknowledged to me that he is the President of Saturn Development Inc., a Mississippi corporation, and that for and on behalf of the said corporation, as its act and deed, he executed the foregoing instrument, after first having been duly authorized by said corporation so to do.

Candice Michelle Polk  
Notary Public

(Seal)



My commission expires:

Notary Public State of Mississippi At Large  
My Commission Expires: June 17, 2006  
Bonded Thru Dixie Notary Service, Inc.

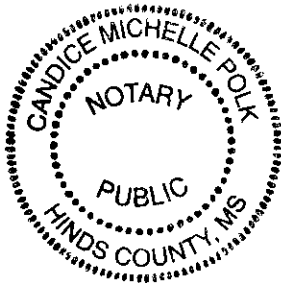
STATE OF MISSISSIPPI )

COUNTY OF Madison)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of June, 2005, within my Jurisdiction, the within named D. Joseph Brata who acknowledged to me that he is the President of Saturn Investment Corporation, a Mississippi corporation, and that for and on behalf of the said corporation, and its act and deed, he executed the foregoing instrument, after first having been duly authorized by said corporation so to do.

Candice Michelle Polk  
Notary Public

(Seal)

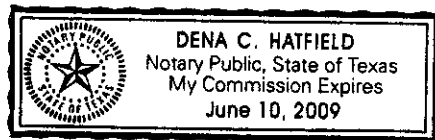


My commission expires:

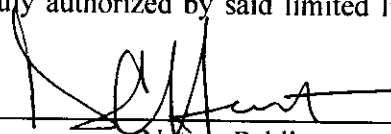
Notary Public State of Mississippi At Large  
My Commission Expires: June 17, 2006  
Bonded Thru Dixie Notary Service, Inc.

STATE OF TEXAS       )  
                                   )  
 COUNTY OF DALLAS    )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of June, 2005, within my Jurisdiction, the within named Joe C. Longbotham who acknowledged to me that he is the President of Mississippi Billboard Investors GP, LLC, a Texas limited liability company, which limited liability company is general partner of Mississippi Billboard Investors, L.P., a Texas limited partnership, and that for and on behalf of the said limited liability company and limited partnership, as its act and deed, he executed the foregoing instrument, after first having been duly authorized by said limited liability company and limited partnership so to do.



(Seal)

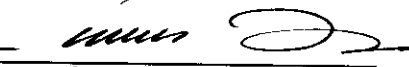
  
 Notary Public

My commission expires: June 10, 2009

**JOINDER**

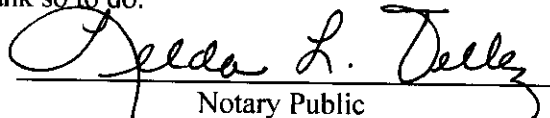
This Joinder is executed below by Crosby State Bank for the purpose of acknowledging and consenting to all matters set forth in the First Amendment to Lease to which this Joinder is attached.

**CROSBY STATE BANK**, a Texas state chartered,  
independent community bank

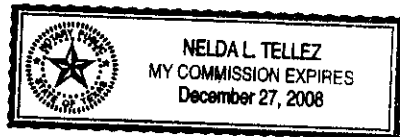
By:   
Name: PAUL W. JURY, JR.  
Title: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF HARRIS   )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8<sup>th</sup> day of July, 2005, within my Jurisdiction, the within named Paul Jury Jr. who acknowledged to me that he is the Executive Vice President of **CROSBY STATE BANK**, a Texas state chartered, independent community bank, and that for and on behalf of the said bank, as its act and deed, he executed the foregoing instrument, after first having been duly authorized by said bank so to do.

  
Notary Public

(Seal)



My commission expires: 12/27/08

**EXHIBIT 6A****Legal Description of the Premises for Lease 6A**

## SITE 6A

Being a 0.0689 acre parcel of land situated in the Southeast Quarter (SE ¼) of Section 5, Township 2 South, Range 9 West, DeSoto County, Mississippi and being out of and a part of that certain tract of land conveyed to Saturn Development, Inc., as described in Deed Book 387, Page 494, and Deed Book 387, Page 510, in the Chancery Clerk's Office of said DeSoto County, Mississippi. Said parcel of land being more particularly described as follows:

Commencing at a PK Nail set in the asphalt pavement of Church Road, marking the location of a 1" pipe found previously at the common corner of Sections 4, 5, 8, and 9, Township 2 South, Range 9 West, DeSoto County, Mississippi;

THENCE along the line between said Sections 4 and 5, run North 00° 32' 59" West, 842.35 feet to a ½" iron rebar set on the North right of way line of Mississippi State Highway No. 61, as same exists this date (December 2004);

THENCE along said North right of way line, South 35° 40' 09" West, 73.54 feet to a ½" iron rebar set, marking the Southeast corner and the Point of Beginning of the herein described parcel;

THENCE leaving said North right of way line, run North 54° 19' 51" West, 60.00 feet to a ½" iron rebar set;

THENCE run South 35° 40' 09" West, 50.00 feet to a ½" iron rebar set;

THENCE run South 54° 19' 51" East, 60.00 feet to a ½" iron rebar set on the aforesaid North right of way line of Mississippi State Highway No. 61;

THENCE along said North right of way line, run North 35° 40' 09" East, 50.00 feet to the Point of Beginning, containing 0.0689 acres (3,000 square feet), more or less.